# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM324708

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Oldcastle Building Products, Inc.		10/20/2014	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Redi-Mix, LLC
Street Address:	331 N. Main Street
City:	Euless
State/Country:	TEXAS
Postal Code:	76039
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4198511	QUADRASET

# CORRESPONDENCE DATA

Fax Number: 2142000558

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2146515066

jeff.becker@haynesboone.com Email:

Jeffrey Becker c/o Haynes and Boone **Correspondent Name:** 

Address Line 1: 2323 Victory Avenue, Suite 700

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	37634.12
NAME OF SUBMITTER:	Jeffrey M. Becker
SIGNATURE:	/Jeffrey M. Becker/
DATE SIGNED:	12/01/2014

### **Total Attachments: 4**

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> **TRADEMARK** REEL: 005410 FRAME: 0524

#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>"), is entered into effective as of October 20, 2014, between Redi-Mix, LLC, a Texas limited liability company ("<u>Assignee</u>"), and Oldcastle Building Products Inc., a Delaware corporation ("<u>Assignor</u>").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each party hereby agrees as follows:

- 1. <u>Acquired Intellectual Property</u>. Assignor hereby sells, transfers, grants, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the trademark listed in <u>Appendix A</u> hereto, together with all goodwill associated therewith and symbolized thereby and all applications and renewals in connection therewith (the "<u>Assigned IP</u>"), and all causes of action, enforcement rights and claims for damages, whether currently pending, filed, or otherwise, for the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, present or future infringement, dilution or misappropriation of the Assigned IP.
- 2. **Further Assurances.** From time to time, as and when requested by Assignee, Assignor will execute and deliver, or cause to be executed and delivered, all such documents and instruments as may be reasonably necessary to consummate and fully effectuate the transactions contemplated by this Assignment.
- 3. <u>Subject to Purchase Agreement</u>. This Assignment is subject to the terms and conditions of the Purchase Agreement. No provision of this Assignment shall be deemed to amend the terms or provisions of the Asset Purchase Agreement, dated October 20, 2014 (the "<u>Purchase Agreement</u>"), between Oldcastle APG West, Inc. and Ashley Acquisition, LLC (each an affiliate of Assignor) and Assignee. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.
- 4. <u>Counterparts.</u> This Assignment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument. This Assignment may be executed on signature pages exchanged by facsimile or other electronic means, in which event each party shall promptly deliver to the others such number of original copies as the others may reasonably request.
- 5. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. **Governing Law**. This Assignment shall be construed under and enforced in accordance with the laws of the State of New York.

[Signature page follows.]

TRADEMARK REEL: 005410 FRAME: 0525

IN WITNESS	WHEREOF, the undersigned have duly executed this Assignment as	of the date
first set forth above.		

# ASSIGNOR:

OLDCASTLE BUILDING PRODUCTS, INC.

By: Mychail Achair

Name: MICHAEL SCHACFFEL

Title: ASST SECRETARY

ASSIGNEE:

REDI-MIX, LLC

By:\_\_\_\_\_

Name: Kevin R. Kohutek

Title: President

Trademark Assignment Signature Page IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the date first set forth above.

### ASSIGNOR:

OLDCASTLE BUILDING PRODUCTS, INC.

By:
Name:
\_\_\_\_\_\_
Title:

ASSIGNEE:

REDI-MIX, LLC

Name: Kevin R. Kohutek

Title: President

Trademark Assignment Signature Page

# APPENDIX A

Mark	Jurisdiction	Registration Number
QUADRASET	USA	4198511

**RECORDED: 12/01/2014** 

TRADEMARK REEL: 005410 FRAME: 0528